

Terms and Conditions

Entity: Samford International PTY LTD (ABN: 27 150 641 688)

Trading As: Guidance Education and Visa Services

Principal Registered Migration Agent: Mr. Lok Raj Subedi (MARN: 1467976)

Address: Suite 105, Level 1, 250 Pitt Street, Sydney, NSW 2000

1. Scope of Services

Samford International PTY LTD ("the Consultancy") provides professional consultancy services in the following areas:

- **Educational Counseling:** Assisting students with Australian course selection, career pathways, and the enrollment process in registered Australian educational institutions.
- **Migration Assistance:** Providing immigration advice and assistance for Australian visa applications, strictly supervised by a Registered Migration Agent (RMA).

2. Professional Standards & Regulatory Compliance

- **MARA Compliance:** All migration advice is provided by **Mr. Lok Raj Subedi (MARN 1467976)** in accordance with the *Migration Act 1958* and the *Migration Agents Code of Conduct*.
- **Code of Conduct:** The Client acknowledges they have been informed of the *Migration Agents Code of Conduct* and their right to receive a "Consumer Guide."
- **ESOS Act:** Educational services are provided in compliance with the *Education Services for Overseas Students (ESOS) Act 2000* and the *National Code 2018*.

3. No Guarantee of Outcome

In accordance with Australian law and professional ethics:

- The Consultancy **does not guarantee** the successful outcome of any visa application or admission into any specific educational institution.
- The final decision to grant or refuse a visa rests solely with the **Department of Home Affairs (DHA)**.
- The final decision to admit a student rests solely with the **Educational Institution**.

4. Client Obligations

The Client agrees to:

1. **Honesty:** Provide genuine, accurate, and complete information and documentation.
2. **Disclosure:** Disclose all previous visa refusals, criminal history, or health conditions.
3. **Integrity:** Understand that providing fraudulent documents (PIC 4020) is a serious offense that will result in immediate termination of this agreement and possible reporting to authorities.

5. Fees and Payments

- **Professional Fees:** Fees charged by the Consultancy are for professional time and expertise.
- **External Costs:** Government Visa Application Charges (VAC), Skills Assessment fees, OSHC, and medical exams are the Client's responsibility and are separate from our professional fees.
- **Refunds:** Professional fees are generally non-refundable once work has commenced. Any refund request will be assessed under the *Australian Consumer Law* and the *Migration Agents Code of Conduct*.

6. Limitation of Liability

- The Consultancy is not liable for any financial losses (including tuition fees, airfares, or accommodation costs) resulting from visa delays or rejections by the Department of Home Affairs.
- Liability is limited to the total amount of professional fees paid by the Client to the Consultancy.

7. Privacy and Confidentiality

- We handle all personal data in accordance with the *Privacy Act 1988 (Cth)*.
- **Record Keeping:** As required by Section 53 of the Code of Conduct, the Consultancy will retain client files for a period of **seven (7) years** after the completion of services.

8. Dispute Resolution

If a dispute arises, the Client should first contact the Consultancy in writing to seek an internal resolution. If a resolution cannot be reached, the Client may contact:

- **Office of the Migration Agents Registration Authority (OMARA)** for migration-related complaints.
- **NSW Fair Trading** for general consumer-related disputes.

9. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of **New South Wales, Australia**.

